

USDA, OPPM, POD
BLANKET PURCHASE AGREEMENT
BPA NUMBER AG-3142-B-08-0011

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0428U, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with USDA:

Contractor	Issuing Office
K & A Industries, Inc. Mr. Leon Deane 51 Cragwood Rd. Suite 204 South Plainfield, NJ 07080-2405 Telephone: 908-226-7000 Fax: 908-226-7007 Email: leane@kaindustries.com Web: http://kaindustries.com	U.S. Department of Agriculture (USDA) Office of Procurement & Property Mgt (OPPM) Procurement Operations Division (POD) Service & Supply Contract Team (S&SCT) 300 7 th Street, SW, Rm. 377, Reporter's Bldg. Washington, DC 20024
Seller's TIN: 22-3108912	

- (1) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the terms of this BPA and the Contractor's FSS contract, the terms of the FSS contract take precedence.
- (2) This BPA is to be used only for the purchase of the Logic First Skim-Shield Rigid-2 badge holder, model LGF001.
- (3) Delivery:

DESTINATIONDELIVERY SCHEDULE/DATES

SEE SPECIFIC DELIVERY ORDER

SEE SPECIFIC DELIVERY ORDER

- (4) This BPA does not obligate funds.
- (5) This BPA has a base year which expires on August 19, 2009. There are four one-year option periods which may be exercised at the discretion of the USDA. Those periods are as follows:

Option Year 1: August 20, 2009 – August 19, 2010

Option Year 2: August 20, 2010 – August 19, 2011

Option Year 3: August 20, 2011 – August 19, 2011


Option Year 4: August 20, 2012 – August 19, 2012

- (6) Orders will be placed against this BPA via individual delivery orders.
- (7) The unit price of the badge holder is \$2.31 throughout the base period and the four option periods. The price is constant regardless of the quantity purchased.
- (8) Any USDA facility or agency may use this BPA to order badge holders. Orders may be placed by any warranted Contracting Officer within the Department of Agriculture acting within their scope.
- (9) Orders may also be placed by individual USDA government payment card holders at or below the \$3,000.00 micro-purchase threshold, in accordance with Federal Acquisition Regulation Part 8.405-1(b) and Subpart 13.2(c).
- (10) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Task/Delivery Order Number;
 - (e) Date of Purchase;
 - (f) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (g) Date of Shipment.
- (11) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the specific ordering agency at the address specified within the delivery order, supported by receipted copies of the delivery tickets. Invoices shall not be submitted until the services have been accepted by the Agency. The vendor's billing name must agree with the vendor's name on the BPA. Invoices from vendors other than the vendor listed on the BPA will not be paid.
- (12) A summary invoice shall be submitted to the administering contracting officer of this BPA on a quarterly basis, identifying all USDA delivery orders completed during the previous quarter, stating total value for the quarter and for the entire BPA. A summary invoice shall also be submitted upon request by the administering contracting officer.
- (13) Prices charged under this BPA shall be as low or lower than those charged the vendor's most favored customer(s) for comparable services under similar terms and conditions.
- (14) The type of orders to be placed against this BPA is firm fixed price.

- (15) The Government is obligated only to the extent of authorized purchases made under the BPA. The Government is not obligated to place any orders with the vendor under this BPA. The vendor is not obligated to accept orders under this BPA. However, if the vendor accepts an order, they are obligated to provide the services under the terms and conditions of this agreement.
- (16) The administering contracting officer for this BPA will be Earl Friedman, whose address is given at the top of this agreement under "Issuing Office, room 383, telephone number 202-720-2538.
- (17) ALL OTHER TERMS AND CONSITIONS ARE CONTAINED IN THE FEDERAL SUPPLY SCHEDULE 70, SPECIAL ITEM NUMBER 132-62, "HSPD-12 PRODUCTS AND SERVICES".

Signatures and title:
USDA, OPPM, POD

8/26/08
AGENCY DATE

8/24/08
CONTRACTOR DATE